



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

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July 9, 2019

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Case Number: 01-18-0000-6180

Sarah LLC, Hala Subh, Suhad Albasha, Bachar Hamad, and Amar Hamad  
-vs-  
Forall USA Inc.

Dear Counsel:

Per the enclosed Notice of Appointment and Notice of Compensation Arrangements, the American Arbitration Association (the AAA) has appointed Eugene I. Farber, Esq., as Arbitrator in this matter.

Arbitrator Farber's disclosures are enclosed for your review.

Please notify the AAA of any objections to the appointment of Arbitrator Farber by **Wednesday, July 17, 2019**, copying the other party. The Arbitrator shall not be copied on any comments related to the disclosure. If any objections to the Arbitrator's appointment are raised, the other party may respond **within five (5) business days**. In accordance with the Rules, the AAA will make a determination regarding the Arbitrator's continued service.

If the parties or their counsel know of any conflicts that may be relevant, they are to communicate this information to the AAA **on or before Wednesday, July 24, 2019**.

Please contact me with any questions or concerns.

Sincerely,

Eve Turner  
Manager of ADR Services  
Direct Dial: (401)431-4754  
Email: eveturner@adr.org

Enclosure

cc: Sohil Shah, Esq.  
Rodney Lewis

Eugene I. Farber, Esq.

# Notice of Compensation Arrangements

## American Arbitration Association

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Sarah LLC, Hala Subh, Suhad Albasha,  
Bachar Hamad, and Amar Hamad  
Vs.  
Forall USA Inc.

Case# 01-18-0000-6180

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### Notice of Compensation Arrangements for Eugene Farber

You have been invited to serve as an arbitrator in the above matter. It is important that you understand the terms of your compensation and the role you play in ensuring that you receive payment for fees and expenses that you may incur during your service.

This invitation to serve is based on our assumption that, you are willing to comply with the American Arbitration Association's (AAA) *Arbitrator Billing Guidelines*, which is attached to this document and also available in Panelist eCenter at [www.adr.org](http://www.adr.org). If you expect to assess charges that are not detailed on your AAA Resume and referenced below, (or if you are a non-AAA arbitrator and such charges are not reflected below), you must notify the AAA prior to accepting your appointment so that the parties can determine whether they still seek your services as an arbitrator.

### Your Compensation

Rules: "Commercial Arbitration Rules"  
Procedures: "Regular"

You will be compensated at the following rates, per the rate structure indicated on your AAA resume or in accordance with a fixed rate as prescribed in the rules and/or procedures. If you are a non-AAA arbitrator, you will be compensated based upon the rates provided to your case administrator and shared with the parties or if applicable in accordance with a fixed-rate prescribed in the rules and/or procedures.

Rate Type	Rate Frequency	Rate
Hearing Rate	HOURLY	\$625.00
Study Rate	HOURLY	\$625.00
Travel Rate	HOURLY	\$0.00
Cancellation Rate	HOURLY	\$0.00
Cancellation Period	0 Days	
Rate Comment	Charges for hearing and study time.	

In as much as you are agreeing to serve in this matter at the above rate, any subsequent change to your published rate after your appointment will not apply to this case.

### Commercial Expedited and Construction Fast Track Fixed Rates

On cases administered under the Expedited and Fast Track Procedures of the rules, the arbitrator will receive compensation at rates established by the AAA. Generally, the hearing shall not exceed one day. *If during the preliminary hearing you determine that this matter requires more than one day of hearing, please consult with your case administrator about billing for the additional day(s).* Your case administrator will discuss and facilitate any necessary changes to your terms of compensation.

If the matter concludes after the preliminary hearing and prior to the final hearing, you will be compensated at half of the established rate. Under the Expedited and Fast Track Procedures, you receive no

# Notice of Compensation Arrangements

compensation for study time, travel time, or cancellations.

## Consumer Arbitration Rules Fixed Rates

On cases administered under the Consumer Arbitration Rules, the AAA has established fixed rates with the expectation the case should not require more than one day of hearing. If during the preliminary management hearing you determine that this matter requires more than one day of hearing, please consult with your case administrator about billing for the additional day(s). This case will remain under the Consumer Arbitration Rules regardless of the number of days of hearing or the amount or complexity of any claim. Under the Consumer Arbitration Rules you receive no compensation for study time, travel time, or cancellations.

## Your Expenses

On most cases, your expenses should be nominal and will be reimbursed immediately after you submit them. For any single expense over \$75, please include a receipt with your request for reimbursement.

If you anticipate that you will incur significant expenses, such as airfare or hotel room costs, please advise your case administrator in advance so that the parties can be asked to make deposits prior to you incurring the expense.

## Deposits and Payment

Payment for your compensation is the obligation of the parties and it is understood that the American Arbitration Association has no liability, direct or indirect, for such payment. During the course of the proceeding the case administrator will ask that you provide an estimate of the amounts needed to cover your fees. Generally this occurs immediately after the preliminary hearing, although on longer or more complex cases it can occur immediately upon appointment or after each series of hearings.

Unless you specify otherwise, the parties are advised that deposits are due 30 days prior to the first hearing. No later than two weeks prior to the hearing, the case administrator will advise you of the total amount on deposit. Should the parties fail to make deposits in a timely manner, you must determine whether to go forward, suspend or terminate the proceedings until such time as deposits have been made. Please see the applicable rules for Remedies for Nonpayment (i.e., Commercial Rule R-57, Construction Rule R-59, and Consumer Rule R-54). If you decide to go forward without full deposits, you may not subsequently delay the rendering of the award for lack of payment of your fees. *The time to deal with this issue is prior to the commencement of the hearings.* Should you decide to suspend the proceedings, your case administrator can assist you in issuing an appropriate order to the parties.

If you realize that you are spending more time on this matter than you originally estimated, it is your obligation to inform the case administrator prior to exhausting the current deposit. The case administrator will then make arrangements with the parties for additional deposits per your instructions.

In order to receive payment, please submit bills promptly. Your bills should be submitted in a format that is presentable to the parties, should detail the dates on which the charges were incurred with a description of the activity performed, and must correspond with the terms of compensation outlined herein. Bills should be submitted on a regular basis, as appropriate, and should reflect any balance forward. Upon receipt, the AAA will release payment from the amounts deposited by the parties. Should there be insufficient funds on deposit you will not receive payment until the parties have made additional deposits. Further, we will not use one party's deposit to cover another party's obligation without written permission to do so.

In the event your Award is delivered prior to payment by the parties of the agreed upon compensation, the AAA is authorized but not obligated to seek to collect these monies on your behalf by all lawful means, to represent you in any action or proceeding for such recovery and to file a claim in any bankruptcy or insolvency proceeding for such monies. The AAA may prosecute and receive any recovery on your behalf and has full authority to compromise or settle such claims as may be, in its discretion, appropriate. However, under no circumstances whatsoever will the AAA be liable for any failure to collect any or all the monies due. The AAA is authorized to subtract a reasonable amount for collection and attorney's fees.

# Notice of Compensation Arrangements

## Failure to Disclose and Forfeiting Compensation

As an arbitrator in this matter, you have an ongoing obligation to disclose any direct or indirect relationship with the case participants. Your failure to make disclosures in a timely manner would be a serious transgression and may be grounds for your removal as arbitrator from this case and/or from the AAA's Roster. Should this occur, you may be required to forfeit the compensation for the time you spent on this matter after you should have made such disclosures.

## IRS Reporting Requirement (For U.S. Residents)

Compensation payments, and the corresponding IRS reporting, will be made either to you individually (attributed to your Social Security Number) or to your employer (attributed to the Employer Identification Number), based on the preference you indicated and as recorded in your panel record. If you are unsure of your current payment preference, you may contact your case administrator or AAA Panelist Relations. Promptly inform the AAA if this information is incorrect or changes during the case, or if an address correction is necessary.

If the AAA does not have the payee's tax information on record, we must withhold 31% of compensation payments, as required by the IRS. Reimbursements of expenses are not subject to withholding and are not reported to the IRS.

## IRS Reporting Requirement (For Non-U.S. Residents)

Compensation payments, and the corresponding IRS reporting, will be made either to you individually (attributed to your Social Security Number) or to your employer (attributed to the Employer Identification Number), based on the preference you indicated and as recorded in your panel record. If you are unsure of your current payment preference, you may contact your case administrator or AAA Panelist Relations. Promptly inform the ICDR if this information is incorrect or changes during the case, or if an address correction is necessary.

If the ICDR does not have the payee's tax information on record, we must withhold 31% of compensation payments, as required by the IRS.

Please also note that if you reside outside of the United States and perform work (e.g., attending a hearing) in the United States you are required by the IRS to complete either Form 8233 (Exemption from Withholding on Compensation for Independent Personal Services of a Nonresident Alien Individual) or Form W-BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding). These forms have to be completed and filed with the ICDR annually regardless if a copy is on file. Failure to file these forms with the ICDR will result in withholding 31% of compensation payments, as required by IRS. Reimbursements of expenses are not subject to withholding and are not reported to the IRS.

## Acknowledgement

If you are willing to serve on this matter per the compensation terms detailed above, please check the box below and proceed with completing your oath.



**I acknowledge the terms of compensation for this case.**

(EIF)

**Eugene Farber**

**July 09, 2019**

# General Arbitrator Oath Form

## American Arbitration Association

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Sarah LLC, Hala Subh, Suhad Albasha,  
Bachar Hamad, and Amar Hamad  
Vs.  
Forall USA Inc.

Case# 01-18-0000-6180

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### Notice of Appointment for Eugene Farber

#### Disclosure Obligations

It is most important that the parties have complete confidence in the arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social or of any other kind. This is a continuing obligation throughout your service on the case and should any additional direct or indirect contact arise during the course of the arbitration or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosures may forfeit your ability to collect compensation. All disclosures will be brought to the attention of the parties.

#### Instructions

You will not be able to serve until this duly executed Notice of Appointment has been completed and submitted. Please review the *Disclosure Guidelines* found under the Neutrals eCenter "Resources" menu and, after conducting a conflicts check, answer the following questions and complete the remainder of this Notice of Appointment.

Should the answer to any of the following questions be "Yes", or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality, then describe the nature of the potential conflict(s) in the space provided.

1. Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration?

Answer : NO

2. Have you represented any person against any party to the arbitration?

Answer : NO

3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

Answer : NO

4. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?

Answer : NO

5. Have you had any professional or social relationship of which you are aware with any relative of any of the

## General Arbitrator Oath Form

parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?

Answer : NO

6. Have you, any member of your family, or any close social or business associate ever served as a neutral in a proceeding in which any of the identified witnesses or named individual parties gave testimony?

Answer : NO

7. Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in the case which you are assigned?

Answer : NO

8. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?

Answer : NO

9. Have any of the party representatives, law firms or parties appeared before you in past arbitration cases?

Answer : YES

Comments : The response is actually "No" for any past arbitration cases. However, in 2012, other lawyers at Bleakley Platt appeared before me in two construction mediations in which I served as mediator. In one case Bleakley Platt represented 1 of 9 parties and in the other it represented 1 of 3 parties. The issues and parties were totally unrelated to this matter. Both mediations settled and I have not had any contact with Bleakley Platt since that time.

10. Are you a member of any organization that is not listed on your panel biography that may be relevant to this arbitration?

Answer : NO

11. Have you ever sued or been sued by either party or its representative?

Answer : NO

12. Do you or your spouse own stock in any of the companies involved in this arbitration?

Answer : NO

13. If there is more than one arbitrator appointed to this case, have you had any professional or social relationships with any of the other arbitrators?

Answer : NO

14. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

Answer : NO

## General Arbitrator Oath Form

15. Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality?

Answer : NO

### Arbitrator's Oath

I attest that I have reviewed my biographical information provided to the parties on this case and confirm it is current, accurate and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the Rules of the American Arbitration Association, Code of Ethics for Arbitrators in Commercial Disputes, the parties' agreement, and applicable law pertaining to arbitrator disclosures.

I further affirm that consistent with the applicable Rules of the American Arbitration Association, the Code of Ethics for Arbitrators in Commercial Disputes, the parties' agreement, and applicable law:

- That I am fit to serve on the above-referenced arbitration and able to fully execute my responsibilities during all phases of the case;
- That I will keep confidential all matters relating to the above-referenced arbitration;
- That I will maintain a professional demeanor and appearance of impartiality during all phases of this case;
- That I will endeavor to effectively manage all phases of this case with a commitment to speed, economy and just resolution in a manner consistent with the parties' expectations;
- That I will bill parties responsibly and ethically and will review my bills for reasonableness relative to the nature and scope of the activity performed prior to submitting them to the AAA.

The arbitrator being duly sworn, hereby accepts this appointment.

### Terms of Compensation

Before proceeding, please indicate that you have reviewed the Notice of Compensation Arrangements for this case.



Once completed, please indicate your acceptance of this appointment as arbitrator by entering your initials in the space provided.

(EIF)

Eugene Farber  
9-Jul-19